



CASCADE COUNTY REQUEST FOR PROPOSAL (RFP)

RFP Number: <u>CCDC-14-1</u>	RFP Title: Security Camera Upgrade Project for Regional Adult Detention Center	
RFP Response Due Date and Time: December 15, 2014 at 1 p.m., Mountain Time	Number of Pages: 39	Issue Date: November 3, 2014

ISSUING DEPARTMENT INFORMATION

Coordinator for Procurement: Commander Dan O'Fallon Jail Administrator	Cascade County Sheriff's Office Jail Administration Phone: (406) 454-6847 Fax: (406) 454-6943 Cell: (406) 564-9911
Email: dofallon@cacadecountymt.gov	

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:	Mark Face of Envelope/Package with: RFP Number: <u>CCDC-14-1</u> RFP Response Due Date: December 19, 2014 at 1 p.m., Mountain Time
PHYSICAL ADDRESS: Board of Cascade County Commissioners Courthouse Annex Rm. 111 Great Falls, MT 59401	
MAILING ADDRESS: Board of Cascade County Commissioners 325 2 nd Avenue North Rm. 111 Great Falls, MT 59401	

Special Instructions:
Note Mandatory On-Site Tour in Section 1.7

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	<hr/> (Name/Title) <hr/> <hr/> (Signature) <hr/>
Anticipated Completion Date:	Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.
Type of Entity (e.g., corporation, LLC, etc.)	Offeror Phone Number:
Offeror E-mail Address:	Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN, that the Cascade County Board of Commissioners will receive sealed proposals for installation and maintenance of a security camera and audio/video recording system upgrade for the Cascade County Regional Adult Detention Center located at 3800 Ulm North Frontage Road, in Great Falls, MT. Packets detailing the Request For Proposals are available for pickup from the office of the Board of Cascade County Commissioners 325 2nd Avenue North Rm. 111 beginning on the 3rd day of November, 2014. Please direct all questions to the Procurement Coordinator, Commander Dan O'Fallon, , 3800 Ulm North Frontage Road, Great Falls, MT 59401, (406) 454-6827.

Proposals will be opened on December 15, 2014, at 1 p.m. in the office of the Board of Commissioners, in the Cascade County Courthouse Annex, Room 111, 325 2nd Ave N., Great Falls, Montana.

Each proposal must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the proposal. The successful proposer shall forfeit to Cascade County their security if they fail or refuse to enter into a contract within the time specified. Security of unsuccessful proposers shall be returned upon acceptance of the successful proposal.

All proposals shall remain effective for a period of one hundred twenty (120) days from the date of opening. Cascade County reserves the right to consider or reject any and all proposals , and further to waive any defects or irregularities. All proposers must use the proposal form supplied with the specifications. A contract will be awarded to the best value proposal, as deemed to be in the best interest of Cascade County.

All proposers are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any proposal they deem to be in the best interest of Cascade County.

DATED this 22nd day of October, 2014.


Bill Salina, Chairman
Cascade County Board of Commissioners

(Publish October 26, 2014 and November 2, 2014)

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the County or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the County. Proposals are evaluated based **solely** on the information and materials provided in your written response.

Use any forms provided, e.g., cover page, budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

The following items MUST be included in the response.

Failure to include ANY of these items may result in a nonresponsive determination.

- ☒ **Signed Cover Sheet**
- ☒ **Bid Security in an amount equal to 10% of the bid of the bidder payable to Cascade County in accordance with Section 1.3**
- ☒ **Signed Addenda (if appropriate) in accordance with Section 1.6.3**
- ☒ **Address all mandatory requirements in accordance with Section 1.8.3**
- ☒ **In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

- _____ Section 1, Introduction and Instructions
- _____ Section 2, RFP Standard Information
- _____ Section 3.1, Background
- _____ Section 3.2, Description of Work
- _____ Section 3.3, On-Site Requirements/Cleanup
- _____ Section 4.1, County's Right to Investigate and Reject
- _____ Section 6, Evaluation Process
- _____ Appendix A, Standard Terms and Conditions
- _____ Appendix B, Contract
- _____ Appendix C, Montana Prevailing Wages Rates for Construction Services

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	November 3, 2014
Mandatory On-Site Tour	November 17, 2014*
Deadline for Receipt of Written Questions	November 24, 2014*
RFP Response Due Date	December 19, 2014*
Notification of Oral Presentations	January 5, 2014*
Oral Presentations	January 12, 2014*
Intended Date for Contract Award	January 16, 2014*

*SUBJECT TO CHANGE AS NEEDED IN COUNTY'S SOLE DISCRETION.

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION/PROJECT OVERVIEW

The Cascade County Sheriff/Coroner's Office (Cascade County or The County), is seeking a contractor to provide, install and maintain a security camera and audio/video recording system for the Cascade County Regional Adult Detention Center which will replace the existing out dated system. A more complete description of the scope of services to be provided is found in Section 3.

1.2 NOTICE

Notice is being published in the Great Falls Tribune, (a copy of the notice is included with this package) with publication dates of October 26, 2014 and November 2, 2014. All interested and capable persons or entities are invited to submit bids on the bid form included with this package.

1.3 BID SECURITY

Pursuant to Section 18-1-201, Montana Code Annotated, the Board of Commissioners must require a bid security. Each bid must be accompanied by security in a form specified below, and in an amount equal to ten percent (10%) of the bid of the bidder, and payable to Cascade County.

According to the above cited statute, bid security is required "as a condition precedent to considering any such bids, as evidence of good faith on the part of the bidder, and as indemnity for the benefit of such public authority against the failure or refusal of any bidder to enter into any written contract that may be awarded upon and following acceptance of (a) bid..." Thus, if a bidder is selected and requested to enter into the contract, and the bidder refuses to enter into the contract, the bid security shall be forfeited in its entirety to Cascade County.

The form of the bid security is specified in Section 18-1-203, Montana Code Annotated, as follows;

"(1) In all cases under 18-1-202 (1), the bidder, offeror, or tenderer shall accompany and bid with either:

(a) lawful money of the United States;

(b) a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally chartered or state-chartered bank insured by the federal deposit insurance corporation; or

(c) a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana. If a financial guaranty bond or surety bond is provided to secure the purchase of indebtedness, the long-term indebtedness of the company executing the financial guaranty bond or surety bond must carry an investment grade rating of one or more nationally recognized independent rating agencies.

(2) The money or, in lieu of money, the bank instruments or bid bonds, financial guaranty bonds, or surety bonds must be payable directly to the public authority soliciting or advertising for bids."

The successful bidder's bid security shall be returned upon the parties entering into and executing the proposed contract. Also, at such time, the bid security of unsuccessful bidders shall be returned.

1.4 CONTRACT PERIOD

The contract term is from contract execution and ending after expiration of the required one-year warranty period. One year warranty period to begin after full acceptance of implementation unless terminated earlier in accordance with the terms of this contract.

Upon mutual agreement both parties may enter into a maintenance contract prior to expiration of the one-year warranty period

1.5 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the Board of Cascade County Commissioners, **offerors shall not communicate with any county staff regarding this procurement, except at the written direction of Commander Dan O'Fallon** the person in charge of coordinating this solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Coordinator: Commander Dan O'Fallon
3800 Ulm North Frontage Road
Great Falls, MT 59403
Telephone Number: 406-454-6847
Fax Number: 406-454-6943
E-mail Address: dofallon@cascadecountymt.gov

1.6 REQUIRED REVIEW

1.6.1 Review RFP. Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement coordinator identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The County will determine any changes to the RFP.

1.6.2 Form of Questions. Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement coordinator listed above on or before 5 pm, November 24, 2014. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

1.6.3 County's Response. The County will provide a written response by December 3, 2014 to all questions received by 5 pm, November 24, 2014. The County's response will be by written addendum to the email address provided to County on the Bidder Sign-out Sheet by the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon The County. **Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.7 MANDATORY ON-SITE TOUR

1.7.1 On-Site Tour. A mandatory on-site tour will be conducted at the Cascade County Regional Adult Detention Center, 3800 Ulm North Frontage Road, Great Falls, MT, on November 17, 2014 at 10:30 a.m.

Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify The County of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP.

All responses to questions asked at the on-site tour will be oral and in no way binding on the County.

Offerors interested in this tour must contact the Procurement Coordinator listed in Section 1.3 by email no later than the end of business (5:00 p.m., Mountain Time) on November 12, 2014 to provide the names, birth dates, and social security numbers or state issued Identification number (i.e. driver's licence number) of all individuals who will be attending the on-site tour. Security background checks will be performed on these individuals. Cascade County reserves the right to refuse entrance to any individual for just cause. Offerors that **fail** the background check won't be able to participate in the mandatory on-site tour, will be notified no later than end of business (5:00 p.m. Mountain Time), November 14, 2014. Proposals will not be considered from Offerors that do not attend the tour. Offerors will meet at the Cascade County Regional Adult Detention Center main entrance on November 17, 2014 at 8:30 a.m.

All "General Detention Facility Entrance Requirements" listed in Section 1.11 apply to this on-site tour, as well as additional current policies, procedures, and directives of Cascade County.

Offerors should also note these requirements will be applicable to all individuals working on behalf of the successful offeror.

1.8 GENERAL REQUIREMENTS

1.8.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law.*

Offerors requesting additions or exceptions to the standard terms and conditions, contract terms, shall submit them to the procurement coordinator listed above in Section 1.5 by the date in Section 1.6. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The County reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

The County shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. The County will determine any changes to the standard terms and conditions and/or contract.

1.8.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

1.8.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet all mandatory requirements as listed in Section 3. The County will determine whether an offeror's proposal complies with the

requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed nonresponsive.

1.8.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

1.8.5 Prime Contractor/Subcontractors/Vendors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. All vendors, if any must be listed in the proposal. The County reserves the right to approve all subcontractors and vendors. The Contractor shall be responsible to the County for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from the RFP shall create any contractual relationships between any subcontractor and the County.

1.8.6 Offeror's Signature. Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon State's request.

1.8.7 Offer in Effect for 120 Calendar Days. Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.

1.9 SUBMITTING A PROPOSAL

1.9.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP. Proposals should be bound, and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

All subsections not listed in the "Instructions to Offerors" on page 3 require a response. Restate the section/subsection number and the text immediately prior to your written response.

Unless specifically requested in the RFP, an offeror making the comment "Refer to our literature..." or "Please see [www.....com](#)" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through the proposal or literature to find a response.**

1.9.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, The County may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.9.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

1.9.4 Price Sheets. Offerors **must** respond to this RFP by utilizing the RFP Price Sheets found in Section 5. These price sheets serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.9.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and three copies** to the Cascade County Commission Chambers. If any confidential materials are included in accordance with the requirements of Section 2.3.2, they must be submitted separately.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP **CCDC-14-1**. ***Proposals must be received at the reception desk of the Cascade County Commission Chambers prior to 5 p.m., Mountain Time, December 19, 2014. Offeror is solely responsible for assuring delivery to the reception desk by the designated time.***

1.9.6 Facsimile Responses. A facsimile response to an RFP will ONLY be accepted on an exception basis with prior approval of the procurement coordinator and only if it is received in its entirety by the specified deadline. Responses to RFPs received after the deadline will not be considered.

1.9.7 Late Proposals. ***Regardless of cause, the County shall not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request the County return the proposal at offeror's expense or the County will dispose of the proposal if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.)

1.10 COSTS/OWNERSHIP OF MATERIALS

1.10.1 County Not Responsible for Preparation Costs. The costs for developing and delivering responses to the RFP and any subsequent presentations of the proposal as requested by Cascade County are entirely the responsibility of the offeror. The County is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to contract execution.

1.10.2 Ownership of Timely Submitted Materials. The County shall own all materials submitted in response to this RFP.

1.11 ENTRANCE INTO COUNTY SECURED FACILITY

1.11.1 Background Checks. Any individual who will be entering the Cascade County Regional Adult Detention Center (the Detention Center) must be approved by security personnel. Full name, birth date, and social security number/copy of state issued Identification (i.e. driver's license) must be submitted, 72 hours in advance, on all individuals who request entry into secured facilities.

1.11.2 Tobacco Use. All Cascade County property is tobacco free. All Contractors and subcontractors are required to follow Cascade County and Cascade County Corrections Policies.

1.11.3 Dress. Individuals entering the Detention Center will be required to adhere to the applicable facility Dress Code Policy, (i.e., no shorts, no tank tops). Individuals not meeting the dress code requirements will not be admitted to the Detention Center until such a time that dress can be altered to meet policy requirements.

1.11.4 Tools. Individuals entering the Detention Center, and all other secured County facilities, will be required to strictly adhere to the applicable facility policy and provide an itemized tool list.

1.11.5 Miscellaneous. Weapons, illicit drugs, and alcohol are strictly forbidden on Cascade County property.

To enter the Detention Center, all contractors will be required to remove shoes, belt, and jewelry to pass through a metal detector test. A hand-held wand may also be used by the Detention Center personnel. Clothed body searches may be conducted at random.

In addition the following items will not be allowed inside the Detention Center facility and should be secured in vehicles (this list may not be totally inclusive): Cash over \$5; cellular telephones; two-way radios; pocket knives box cutters, etc; purses, pouches, brief cases, backpacks, etc. (exceptions will be made for items necessary to complete the business contractor is present for).

A valid pictured ID is required for admittance to the Detention Center.

Contractor will be advised as to the proper procedure for a response to an emergency while at the Detention Center.

Adhering to additional policies may be required; and Contractors will be appropriately informed.

Contractor will be escorted at all times by Detention Center staff while inside facility.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

As this contract is being funded in part with State funds, the RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The County shall use only the evaluation criteria outlined in this RFP.

2.2 OFFEROR COMPETITION

The County encourages free and open competition to obtain quality, cost-effective services and supplies. The County designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by Cascade County; and (3) other constitutional protections. See 18-4-304, MCA. The County provides a copy for interested parties at \$0.25 per page. The interested party is responsible for the cost of copies.

2.3.2 Procurement Coordinator Review of Proposals. Upon opening the proposals in response to this RFP the procurement coordinator shall review the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the Confidential information.
- The proposal does not contain confidential material in the cost or price section.

Information separated out under this process will be available for review only by the procurement coordinator, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive. The County shall initially classify all proposals as either "responsive" or "nonresponsive." The County may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The County may find any proposal to be nonresponsive at any time during the procurement process. If The County deems a proposal nonresponsive, it will not be considered further.

2.4.2 Determination of Responsibility. The procurement coordinator will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined nonresponsible at any time during the procurement process if information surfaces that supports a nonresponsible determination. If an offeror is found nonresponsible, the procurement coordinator will notify the offeror by mail. The determination will be made a part of the procurement file.

2.4.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the County. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.4.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Achieve Minimum Score. Any proposal that fails to achieve **60% of the total available points for Sections 3 and 4 (Cost proposal points not included)**, will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement coordinator.

2.4.6 Opportunity for Discussion/Negotiation and Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the County may initiate discussions with up to the three top scoring Offerors. Offerors will be invited to make an oral presentation to clarify their RFP response or to further define their offer. In such event, Offerors should be prepared to send qualified personnel to Great Falls, Montana to discuss technical and contractual aspects of the proposal. Oral presentations shall be at the Offeror's expense.

2.4.7 Best and Final Offer. Under Montana law, the procurement coordinator may request a best and final offer if additional information is required to make a final decision. The County reserves the right to request a best and final offer based on price/cost alone. Please note that the County rarely requests a best and final offer on cost alone.

2.4.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the Board of Cascade County Commissioners that contains the scores, justification, and rationale for the decision. The procurement coordinator will review the recommendation to ensure its compliance with the RFP process and criteria before submitting the written recommendation to the Board of County Commissioners.

2.4.9 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement coordinator will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The procurement coordinator will officially notify all other offerors of the County's selection.

2.4.10 Contract Execution. Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the County may move to the next highest scoring offeror, or cancel the RFP. Work under the contract shall not begin until the contract is fully executed by the Board of Cascade County Commissioners.

2.5 COUNTY'S RIGHTS RESERVED

While the County has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the County's best interest not to proceed with contract execution; or
- If awarded, terminate any contract if the County determines adequate funds are not available.

2.6 CONTRACTOR REGISTRATION

The contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, prior to contract execution. The County cannot execute a contract for construction to a contractor who is not registered (39-9-401, MCA).

2.7 CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the County agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1% of all payments and to transmit such monies to the Department of Revenue.

SECTION 3: SCOPE OF SERVICES

3.1 BACKGROUND

The County is seeking a security camera and video recording system to protect the employees, visitors, inmates and assets of Cascade County within the Cascade County Regional Adult Detention Center. The surveillance system shall provide 24 hours a day, 7 days a week, 365 days a year surveillance and recording with audio/video storage for a minimum of 6 months' time. The system must meet Prison Rape Elimination Act (PREA) compliance standards. The surveillance system **must** allow access from a centralized, secure location within the Detention Center. The surveillance system **must** also allow access from authorized desktop(s) or laptop(s) not in the monitoring areas of the Detention Center, to include any off-site location within the boundaries of Cascade County.

Offerors **must** propose a proven, reliable, surveillance system **for a correctional environment**, using open industry standards including all necessary equipment, installation, maintenance, repair, and training. Offerors **must** address and include all required system hardware, software, and licensing. In addition to system implementation, the selected offeror shall have the capability and resources to design, install, and maintain new systems or replacement systems as required by Cascade County and provide a detailed network diagram and all cable ends must be labeled for location of cameras.

The current surveillance system was installed in the late 1990s. The current system is comprised of 64 cameras throughout the facility. The main focus for this system is an upgrade by Proposer to accomplish monitoring of building entry and exit points, sally port, transport, booking, strategic interior corridors, and exterior perimeter. The mandatory walk through shall be utilized by Proposer as proposer's opportunity to identify all areas of coverage required by Cascade County so that the Proposer can make appropriate recommendations regarding camera type, number, location, etc.

3.2 DESCRIPTION OF WORK TO BE COMPLETED

3.2.1 Camera's and Video System.

3.2.1.1 Camera Replacements. A full system upgrade, including all field wiring, must be proposed by the offeror along with system installation. Offerors shall fully describe the proposed camera equipment's specifications and capabilities. The Offeror shall include the number of cameras proposed, locations, and capabilities of each different camera type and back-up power for each. Offeror must fully describe resolution, and encryption support. The offer shall describe the power-saving mode of the cameras being offered. The offeror must fully describe the equipment's network capabilities and interfaces. Provide detail on all equipment and installation necessary to create a fully operational system including FCC licensing, if necessary.

3.2.1.2 Digital Recording/Switching Equipment. All video cameras must be consolidated into one common digital recording/switching platform by areas if applicable. New wiring installed by the Offeror within walls, floors, or ceilings of the facility must remain the property of Cascade County after contract expiration. All cable ends must be labeled for location of camera(s). Offerors shall fully describe the proposed digital recording/switching equipment specifications and capabilities including the following, as applicable:

- Storage capacity to continually record images in "real time". For purposes of this RFP, "real time" means frames per second (fps) of 5 fps or 20 fps depending on the facility needs in any particular location. For example, booking areas require greater fps than the hall ways.

- The ability to export selected video segments, along with their associated metadata, in an encrypted, platform independent format.
- The ability to auto-detect/recover and resume recording during system failure or power outage
- Fully auditable tracking for all deletions on the system.
- The ability for continuous recording capabilities of 24 hours per day, 7 days a week of all cameras.
- The bandwidth requirements for viewing captured video from a remote workstation.
- How the system accomplishes encryption and decryption of video segment images and their associated metadata for export off of the system.
- List the steps that the user must take to ensure the data is encrypted, the end user will be able to decrypt it and the end user's computer will be able to view the video and access the metadata.
- Detail the average length of time such data can be stored.

3.2.1.3 Hardware. Offerors must provide full details on all provided computer equipment (system unit, monitor, Digital Video Recorder (DVR), etc.) necessary to operate the camera system. All computer equipment will be provided by the contractor.

3.2.1.4 Digital Video Reorder (DVR). The DVR must have an industry standard, open platform, and must include watermarking on the video. Offerors must also address real time storage capabilities and resolution. Offerors must indicate their proposed equipment specifications including details related to external storage capacity, internal storage, manual recording capabilities, scheduled recording, alarm recording, playback during recording and Network attached storage archiving capability and provide brand and model numbers.

3.2.1.5 Monitors. The offeror shall describe the resolution of the proposed monitors. A minimum of two monitors are required per DVR. Provide details including brand, model, physical size, resolution, adjustments, etc. The monitors shall be capable of enlarging any one camera stream to full screen. Describe how this feature is accomplished. The monitors in the detention center **must** monitor all cameras. The offer shall fully describe how the monitors connect to the cameras and DVR.

Offeror must install video screens (and configure the video system so that officers have complete control, from the graphic computer screen, of all video images. County prefers monitors with high resolution. Offerors shall state the resolution of their proposed monitors. Officers must be able to enlarge any video image on demand without leaving the control area to access rack-mounted video switching equipment. The video monitor displays should have their images arranged so that the control officer can track movement of inmates and staff through the facility in a logical manner. Those displays must not interfere with the officer's view of secure areas through the bullet-resistant windows surrounding the control room.

3.2.2 Network. The Offeror shall indicate and fully describe how the system will connect to the County's network and if a firewall is required. The Offeror shall fully describe the network and bandwidth requirements per workstation, video camera/control placement, and DVR. It is expected the workstations can operate using both Ethernet 100 Mbps and Ethernet 10000Mbps, connect via copper media and does not need to be on the same network as the cameras and other components of this system. The Offeror shall fully describe if this system will need access outside of the County's secure network for monitoring and troubleshooting of the system. If access is required the offeror shall fully describe what type of access and number of access ports/users is needed and why. The offeror must provide a detailed network diagram which reflects an accurate layout of all cables and component equipment as installed.

3.2.3 Surveillance System Software. The offeror shall indicate and fully describe how the surveillance system can be accessed by multiple users at the same time and any multiple user restrictions. Describe remote access capabilities and all requirements for this functionality. The County requires a web-based interface which allows the administrator to view and manage the surveillance. The web-based interface must be Internet compatible. The offeror shall describe the web-based interface being proposed. The offeror shall fully describe the data backup and restoration procedures in the case of hardware or software failure, and also describe bandwidth and data flow network resource usage. The offeror shall include all licensing requirements. The offeror shall fully describe the ability of the proposed system to authorize, authenticate, and account (AAA). The offeror shall fully describe the proposed solution options for resolution, frames per second, and bandwidth required for file size options and encoding options. The offeror must fully describe the upgrade process for camera operating system.

3.2.4 Security Requirements. The system must be Federal Information Systems Management Act (FISMA) compliant. The system must contain securable access levels that will allow strict control of the system features that individual users can access. Describe how customized access is available. The system must allow auditing capabilities of all security events. Describe how this functionality is performed.

3.2.5 Installation. The offeror shall provide a detailed work plan for installation and training. At a minimum, system design, installation, project schedule, testing, training, and all documentation required to implement the software and hardware system must be provided. The offeror must provide an installation plan, to include a project schedule for product installation through to live production. The technicians assigned to install and maintain the surveillance systems shall be trained or certified on the proposed surveillance equipment. The offeror shall have service technicians that are experienced with servicing and installation of all cameras, recorders, and monitors. The Contractor must perform a wireless spectrum analysis and provide detailed documentation of the analysis. This is required as part of the customer acceptance. The offeror shall fully describe in detail how the proposed system does not interfere with installed wireless LAN and cell systems.

3.2.6 Training. The offeror must fully describe and respond to each requirement listed. On site training must include the following:

- End-user Training for all personnel who will be required to use the system
- Application management training for all personnel who will be required to manage the system
- Application security training
- The offeror shall provide on-site training in operating and using application software
- the Training must be completed within two weeks of the installation and acceptance of the County
- Offeror shall describe a training plan that details on-site training procedures and topics to be included in the Offeror's implementation plan.
- If deemed necessary by County, the Offeror must agree to provide additional training at no cost to County.
- Offeror must provide at least one printed user manual to remain at the facility throughout the contract period that clearly explains the use of all system features and functions. An electronic user manual (PDF format) must also be supplied.

3.2.7 System Support. The offeror must provide full support of the system through the one year warranty period. This support must include troubleshooting, the correction of any system bugs or deficiencies, and the resolution of any operating problems. During this period, the offeror must provide, at no additional cost, unlimited technical support by telephone, 24 hours per day, 365 days per year. If the problem cannot be resolved within 24 hours (actual hours) of the initial phone call, the offeror shall provide on-site service and support within 24 hours (actual hours) of the initial phone call to resolve the problem. **It is a mandatory requirement that the Offeror provide one or more local technicians to handle on-site maintenance**

and/or repair of the equipment at the facility during the term of the approved contract (without any additional cost for travel, lodging, meals, etc.). Local is defined as any area within 250 miles of the facility. The local technician(s) must be trained, certified, and available for dispatch to the facility any time a system problem cannot be diagnosed and/or corrected by remote access. Should it become necessary, the Offeror must be willing and able to dispatch additional technicians to the facility (without any additional cost for travel, lodging, meals, etc.). Explain how your company provides on-site service. If on-site service is to be provided by a subcontractor, identify the proposed subcontractor and Offeror shall describe the subcontractor's qualifications to provide this service. The Offeror is fully responsible for all work performed by an Offeror-provided subcontractor. Offeror must fully describe how the support will be provided, including from what location. In addition:

- Offeror must describe the nature of the services provided and specific costs within Section 5.0 To ensure timely availability in emergency situations, the contractor shall maintain or have access to an adequate inventory of standard replacement parts for common components in the system under contract within 48 hours.
- Offerors must describe their spare parts cache, locations and contingency plan of any unavailable part.
- The offeror shall provide their remote support in a secure environment. Describe location for support.
- The offeror shall provide a Preventative Maintenance schedule that covers the initial one year warranty period.
- The County will require 24 hours notice before any scheduled outage.
- The offeror shall provide a Preventative Maintenance schedule beyond the initial one year warranty period. Offeror must describe the nature of the services provided and specific costs within section 5.0.
- The offeror's technical support must speak fluent English and shall not have an unreasonable, non-American accent that is difficult for the average person to comprehend.

3.3 ON-SITE REQUIREMENTS/CLEANUP

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The contractor shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the project pending inspection by the County or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the county may have the work corrected at the expense of the contractor.

In terms of cleanup, the contractor shall:

- (a) keep the premises free from debris and accumulation of waste;
- (b) remove all construction smears and stains from finished surfaces;
- (c) remove all construction equipment, tools and excess materials before final payment by the County.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 COUNTY'S RIGHT TO INVESTIGATE AND REJECT

The County may make such investigations as deemed necessary to determine the offeror's ability to perform the services specified. The County reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the County that the offeror is properly qualified to perform the obligations of the contract. *This includes The County's ability to reject the proposal based on negative references.*

4.2 OFFEROR QUALIFICATIONS

To enable the County to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet The County's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.2.1 References. Offeror shall provide a minimum of three references that have performed services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, location where the services were provided, contact person(s), contact telephone number, e-mail address, and a complete description of the services provided, and dates of service. These references may be contacted to verify offeror's ability to perform the contract. The County reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

4.2.2 Company Profile and Experience. It is a mandatory requirement of this RFP that the Offeror have a minimum five years of experience in the field of security camera systems, and shall have successfully completed and placed into operation a minimum of three projects similar in scope and size to this RFP.

Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

- a detailed description of similar past projects, including the service type and dates the services provided;
- the client for whom the services were provided; and
- a general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.

4.2.3 Resumes. The principle members and key personnel to be assigned to the project shall have referenced and verifiable experience in completing projects of equal scope, quality, type, and complexity. A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.

4.2.4 Offeror Financial Stability. Offerors shall demonstrate their financial stability to supply, install, and support the services specified by: (1) providing financial statements, preferably audited, for the three (3) consecutive years immediately preceding the issuance of this RFP; and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by its most recent annual report. County reserves the right to request profit/loss statements on specific jobs noted by Offeror in its proposal.

SECTION 5: COST PROPOSAL

Offeror must submit an itemized cost proposal as identified below. ALL costs that will be the responsibility of the County must be included and clearly identified in the cost proposal. The County will evaluate the proposed cost and apply the evaluation formula to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs including an itemized list of all proposed equipment, and a designation of either annual or one time cost.

All costs must be itemized as unit prices that will not have to be calculated by the County. Unit price is defined as the price of all items, activity, or material for which the price is required by the RFP to be bid on the basis of that item, a linear foot, square foot, square yard, cubic yard, activity an hour or other measurement of time, or other standard unit of measurement for that material, item, or activity.

A. Project Total \$ _____

- Section 3.2.1: Item by Item pricing for all Hardware (camera, computer, storage, monitors)

Provide breakdown for all proposed equipment cost: \$ _____

- Section 3.2.2: Item by Item pricing for all Software

Provide breakdown for all proposed software cost: \$ _____

- Section 3.2.5: Pricing for Installation \$ _____

- Section 3.2.6: Pricing for Training \$ _____

- Section 3.2.7: Pricing for Annual System Support \$ _____

- Pricing – Other

If there are other billable expenses associated with the offeror's solution for this project, describe these costs and include as part of the proposal.

Itemize/Describe cost: \$ _____

B. Annual Maintenance Support after expiration of warranty identified in 3.2.7 \$ _____

SECTION 6: EVALUATION PROCESS

6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will make an initial review and evaluate the offers according to the following criteria based on **a total number of 2750 points** per 6.2 herein.

The **Scope of Services, References, Company Profile and Experience, and Resumes**, portions of the proposal will be evaluated based on the following Scoring Guide. The **Financial Stability** portion of the proposal will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a minimum score per the requirements of Section 2.4.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement coordinator.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.2 EVALUATION CRITERIA

Scope of Project		possible points 2150
Category	Section of RFP	Point Value
A. Description of Work to Be Completed	3.2	
Cameras	3.2.1	200
Camera Operation	3.2.1	200
Power-Saving Mode	3.2.1	200
Hardware	3.2.1	200
Network Video Recorder (DVRs)	3.2.1	200
Monitors	3.2.1	200

B.	Network	3.2.2	Pass/Fail
C.	Detailed Video/Network/Hardware Diagram	3.2.2	Pass/Fail
D.	Surveillance System Software	3.2.3	200
E.	Security Requirements	3.2.4	100
F.	Installation	3.2.5	75
G.	Training	3.2.6	75
H.	System Support	3.2.7	200
I.	Local Technical Support	3.2.7	300

Offeror Qualifications/Informational Requirements		possible points 100
Category	Section of RFP	Point Value
A. Offeror Qualifications	4.2	
References	4.2.1	Pass/Fail
Company Profile and Experience	4.2.2	50
Resumes	4.2.3	50
Offeror Financial Stability	4.2.4	Pass/Fail

Cost Proposal		possible points 500
Category	Section of RFP	Point Value
A. Project Total	5.0 A	400
B. Annual Maintenance Support	5.0 B	100

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 500. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 500 points. Offeror B would receive 134 points ($\$20,000/\$30,000 = 67\% \times 500 \text{ points} = 335$).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

6.3 ORAL PRESENTATIONS

Step two evaluation *at County's discretion*. The County *may at County's discretion* invite up to three (3) top scoring offerors to an oral presentation interview.

6.3.1 The Offeror's presentation will be held at the Cascade County Regional Adult Detention Center located at 3800 Ulm North Frontage Road in Great Falls, Montana. All costs, including travel, equipment, supplies, communication needs, etc., are the sole responsibility of the offeror.

6.3.2 Oral presentations will be evaluated using the scoring guide found in Section 6.3 below

6.3.3 The offeror must, after acceptance and invitation, provide the County with six paper copies of any presentation materials. The County reserves the right to ask questions throughout this presentation.

Oral Description	possible points 500
Category	Point Value

Describe in detail how the proposed system will comply with the requirements and criteria set forth in Sections 3.2.1 through 3.2.7.

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The County reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County. Bids, proposals, and limited solicitation responses will be firm for 120 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the County's solicitation document and a vendor's response, the language contained in The County's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the County Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

DISABILITY ACCOMMODATIONS: The County of Cascade does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the County Procurement Coordinator prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement coordinator and ONLY if they are completely received by The County Procurement Coordinator prior to the time set for receipt. Responses to RFPs, or portions thereof, received after the due time will not be considered.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with Cascade County.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of

God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, The County is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The County of Cascade applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: Cascade County is exempt from Federal Excise Taxes.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES:

Warranty for Services:

The contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. The County agrees to provide timely written notice of any failure to comply with this warranty so that the contractor can take corrective action.

Warranty for Software:

For a period of one hundred eighty (180) days upon initial installation of the software, the contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation including on the contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

Warranty for Hardware:

The contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications.

The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, the County may return it to the contractor for a full refund.

The parties agree that the warranties set forth require 99% uninterrupted or error-free operation of hardware, software, systems and services unless otherwise stated in the specifications.

APPENDIX B: CONTRACT

SECURITY CAMERA UPGRADE PROJECT **FOR THE CASCADE COUNTY REGIONAL ADULT DETENTION CENTER** **(INSERT CONTRACT NUMBER)**

1. PARTIES

THIS CONTRACT is entered into by and between The County of Cascade (hereinafter referred to as "the County"), whose address and phone number are 325 2nd Avenue North, Great Falls, MT 59401 406-454-6820 and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon contract execution and ending after expiration of the required one-year warranty period. One year warranty period to begin after full acceptance of system installation unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Maintenance Agreement. Prior to expiration of this contract (one-year warranty period), the County retains the option of entering into a separate maintenance agreement with Contractor that will be written in accordance with the terms, conditions, and requirements of the RFP, as amended, and Contractor's response. The payment structure contained in said agreement will be subject to mutual agreement of both parties.

3. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide the County the security camera supplies, equipment and services described in the RFP CCDC-14-_____ and Contractor's approved proposal which are incorporated herein as if fully set forth herein.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the equipment and services to be provided, the County shall pay according to the following schedule: TBD

4.2 Withholding of Payment. The County may withhold disputed payments to the Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) if the Contractor is in material breach of such statement of work (or applicable contract). Such withholding cannot be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the County may withhold payment only for such specific milestone if and until the subject milestone criteria are met. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

5. PREVAILING WAGE REQUIREMENTS

5.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

5.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this contract must be adjusted 12 months after the date of the award of the public works contract per section 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of the contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract. All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Building Construction 2012. See Attached Appendix C.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the County, Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

6.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the County or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the County. (Section 18-4-141, MCA)

8. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to The County, its coordinators, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by The County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, property damage, premises, operations, independent contractor's protective, products and completed operations, and broad form property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

- a. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied or used.

9.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by The County agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor

shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the Cascade County Risk Manager, 325 2nd Avenue North, Great Falls, MT 59401. The Contractor must notify the County immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the County in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the County. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to Cascade County Risk Manager, 325 2nd Avenue North, Great Falls, MT 59401, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

12. INTELLECTUAL PROPERTY/OWNERSHIP

12.1 Mutual Use. All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the County for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the County by the Contractor under this contract or any program code, including site related program code, created, developed, or prepared by the Contractor under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the "Work Product").

12.2 Title and Ownership Rights. The County shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the County (the "content"), but grants the Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

12.3 Ownership of Work Product. The Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any Work Product.

12.4 Copy of Work Product. The Contractor shall, at no cost to the County, deliver to the County, upon The County's request during the term or at the expiration or termination of all or part of the Contractor's

performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the County's request, or as of such expiration or termination, as the case may be.

12.5 Ownership of Contractor Pre-Existing Materials. Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the Contractor at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by the Contractor in connection with the services provided to the County (the "Contractor Pre-Existing Materials") shall be and remain the property of the Contractor and do not constitute Work Product. The Contractor must provide full disclosure of any Contractor Pre-Existing Materials to the County prior to its use and prove its ownership, provided, however, that if the Contractor fails to disclose to the County such Contractor Pre-Existing Materials, the Contractor shall grant the County a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the County to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 12.3** or as may be expressly agreed in any statement of work, the Contractor shall retain title to and ownership of any hardware provided by the Contractor.

13. PATENT AND COPYRIGHT PROTECTION

13.1 Third-Party Claim. In the event of any claim by any third party against the County that the products furnished under this contract infringe upon or violate any patent or copyright, the County shall promptly notify the Contractor. The Contractor shall defend such claim, in the County's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the County against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. The County will promptly notify the Contractor of the claim in writing; and
- b. The County will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. the Contractor will permit the County to participate in the defense and settlement of any such claim, at the County's own expense, with counsel of its choosing; and
 - ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the County, its elected and appointed officials, agents or employees without the County's prior written consent.

13.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the County the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by The County shall be prevented by injunction, the County agrees to return the product to the Contractor on written request. The Contractor will then give the County a credit equal to the amount paid to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the County regarding a claim of infringement. The County is not precluded from seeking other remedies available to it hereunder, including **Section 8**, and in equity or law for any damages it may sustain due to its inability to continue using such product.

13.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- a. anything the County provided which is incorporated into a Work Product except:

- i. where the Contractor knew (and the County did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the County; or
- ii. where the claim would not have been brought except for such incorporation;
- b. The County's modification of a Work Product furnished under this contract;
- c. the use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- d. infringement by a non-Contractor Work Product alone.

14. CONTRACTOR REGISTRATION

The contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, prior to contract execution. The County cannot execute a contract for construction to a contractor who is not registered (39-9-401, MCA).

15. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the County agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1% of all payments and to transmit such monies to the Department of Revenue.

16. PERMITS/ NOTICES/FEES

CONTRACTOR shall secure and pay for all permits and inspections; give all notices; pay all taxes and fees; and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the work.

17. CONTRACT OVERSIGHT

17.1 Oversight. Cascade County, or its designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. Cascade County, or its designee, may require the issuance of a right to assurance or the issuance of a stop work order.

17.2 Right to Assurance. If the County, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the County's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

17.3 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The County shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

18. CONTRACT TERMINATION

18.1 Termination for Cause. The County or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to **Section 19, Event of Breach – Remedies.**

18.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

18.3 Non-Compliance with Requirements. The County retains the right to cancel or modify any contract, project, or activity that is not in compliance with any standard in effect as of the date of contract execution. In the event of such termination, the County will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

18.4 Reduction of Funding. The County must terminate this contract if funds are not appropriated or otherwise made available to support the County's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

19. EVENT OF BREACH – REMEDIES

19.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract;
or
- b. failure to submit any report required by this contract; or
- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

19.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

20. WAIVER OF BREACH

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

21. COUNTY PERSONNEL

22.1 County Contract Manager. The County Contract Manager identified below is the County's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the County. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the County Contract Manager.

The County Contract Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

22. CONTRACTOR PERSONNEL

23.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the County under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The County reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The County's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The County reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

22.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to The County Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with The County Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

22.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

23. MEETINGS AND REPORTS

23.1 Technical or Contractual Problems. The Contractor is required to meet with the County's personnel, or designated representatives, at no additional cost to The County, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the County. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

23.2 Progress Meetings. During the term of this contract, the County's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the County in the performance of their respective obligations. These progress meetings will include the County Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the County with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the County to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

23.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the County, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the County prevent such performance.

23.4 County's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the County's failure or delay in discharging any State obligation, the County shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the County agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the County does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

24. CONTRACTOR PERFORMANCE ASSESSMENTS

24.1 Assessments. The County may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

24.2 Record. Completed assessments may be kept on record at the County and may serve as past performance data. Past performance data will be available to assist agencies in the selection of service providers for future projects. Past performance data may also be utilized in future procurement efforts.

25. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the County, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the County or its

designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the County terminates a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

26. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the Eighth Judicial District in and for the County of Cascade, State of Montana and each party shall pay its own costs and attorney fees.

27. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

28. SCOPE, AMENDMENT, AND INTERPRETATION

28.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP CCDC-14-___, as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work, 4) RFP CCDC-14-___, as amended, and 5) the Contractor's RFP response, as amended.

28.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

29. **EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

DATE: _____

DATE: _____

BOARD OF CASCADE COUNTY COMMISSIONERS

(INSERT CONTRACTOR'S NAME)

(Insert Address)

(Insert City, State, Zip)

FEDERAL ID #

Jane Weber, Chairman

BY: _____
(Name/Title)

Joe Briggs, Commissioner

Bill Salina, Commissioner

Attest

RINA FONTANA MOORE,
CASCADE COUNTY CLERK AND RECORDER

APPENDIX C: MONTANA PREVAILING WAGES RATES FOR CONSTRUCTION SERVICES 2012

The services requested in this RFP will require the Contractor to pay prevailing wages. Current requirements are available from the Montana Department of Labor and Industry